

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

DIAMOND FINANCE CO., INC.,

Debtor.

Chapter 7

Case No. 20-71877 (REG)

**ORDER GRANTING MOTION PURSUANT TO BANKRUPTCY CODE SECTION 105
AND RULE 9019 OF THE
FEDERAL RULES OF BANKRUPTCY PROCEDURE FOR ENTRY OF AN
ORDER AUTHORIZING
AND APPROVING STIPULATION WITH MARCOS BENZAQUEN**

Upon consideration of the motion (the “Motion”)¹ of Marc Pergament as Trustee for the Diamond Finance Co., Inc. estate for an order, pursuant to section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing and approving the Settlement Agreement (the “Agreement”) attached as Schedule 1 hereto; and due and sufficient notice of the Motion having been given under the particular circumstances; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested by the Motion is in the best interests of the Debtor, its estate, its creditors, its stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

1. The Motion is GRANTED as set forth herein.
2. The Stipulation attached as Schedule 1 hereto is hereby approved.
3. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Hon. Robert E. Grossman
United States Bankruptcy Judge

SCHEDULE 1:

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

DIAMOND FINANCE CO., INC.

Debtor.

Chapter 7

Case No. 8-20-71877 (REG)

**STIPULATION AND ORDER RESOLVING AMOUNTS PAYABLE IN ACCORDANCE
WITH MOTION OF THE CHAPTER 7 TRUSTEE SEEKING AN ORDER OF
CONTEMPT AND SANCTIONS
AGAINST MARCOS BENZAQUEN AND SUBSEQUENT ORDERS OF THE COURT**

This stipulation (the “Stipulation”) is entered into by and among counsel for (i) Marc Pergament, the Chapter 7 Trustee (the “Trustee”) of the above captioned chapter 7 debtor and (ii) Marcos Benzaquen (“Benzaquen” and together with the Trustee, the “Parties”).

RECITALS

WHEREAS, on October 20, 2020, the Trustee brought its Motion (the “Motion”) in the United States Bankruptcy Court for the Eastern District of New York (the “Court”) for entry of an order pursuant to section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 9016 and 9020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of an order holding Benzaquen in contempt thereof, imposing sanctions, and compelling Mr. Benzaquen to comply with the Trustee’s subpoena (the “Mail Subpoena,” issued pursuant to the Court’s June 12, 2020 Order (“2004 Order”), directing the production of documents and oral examination of Marcos Benzaquen [Dkt. No. 127];

WHEREAS, on November 10, 2020, the Court entered an order (the “Contempt Order”) granting the Motion [Dkt. No. 132];

WHEREAS, among other things, the Contempt Order provided that (i) Benzaquen would be sanctioned \$500 per day until he fully complied with the Mail Subpoena; and (the “Per Diem Sanction”) and (ii) the Order was without prejudice to the Trustee’s request to seek further relief, including reimbursement of fees and expenses;

WHEREAS, the Trustee has taken the position that Benzaquen was not in full compliance until ten (10) days after the Contempt Order was served making the total aggregate Per Diem Sanction equal \$5,000 (the “Per Diem Amount”);

WHEREAS, Olshan Frome Wolosky LLP, as special counsel to the Trustee, asserts that it incurred over \$3,500 in out of pocket expenses (the “Expenses”) and over \$27,000 in legal fees (the “Legal Fees”) in connection with enforcing the Mail Subpoena that it would not have otherwise incurred for which the Trustee seeks reimbursement;

WHEREAS, the total amount sought from Benzaquen in connection with the Contempt Order is in excess of \$37,500 comprising of the Per Diem Amount, the Expenses, and the Legal Fees;

WHEREAS, Benzaquen disputes the reasonableness of the Expenses and Legal Fees sought.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, by their respective undersigned counsel, in consideration of the foregoing recitals and the promises set forth herein, which are subject only to Court approval, as follows:

1. The foregoing recitals are hereby fully incorporated into and made an express part of this Stipulation.

2. Benzaquen shall pay a total of \$17,500 to resolve the Contempt Motion as fully set forth herein and subject to approval of the Court.

3. The Trustee, by and through its counsel, will seek entry of an Order approving this Stipulation within sixty days after the Parties fully execute the Stipulation (the "Execution Date").

4. Benzaquen shall pay up to a total of \$17,500 (the "Settlement Sum") to resolve the Contempt Order, as follows:

(a) \$5,000 within seven (7) days of the Execution Date (the "First Installment");

(b) \$12,500 by January 26, 2022 (the "Second Installment"), provided however that the Second Installment shall be reduced to \$5,000 if such amount is paid in full prior to January 26, 2022, and the Settlement Sum shall be deemed fully satisfied.

5. The Settlement Sum shall be payable to "Marc A. Pergament as Trustee."

6. This Stipulation will become effective on the date the Court enters an order approving the Stipulation (the "Effective Date"), provided however the First Installment wire \$5,000 (the "First Installment") to "Marc A. Pergament as Trustee" to be held pending the occurrence of the Effective Date and after such time shall be released and paid in accordance with Paragraph 5 hereto.

7. If the Effective Date does not occur within ninety days following the Execution Date, the Trustee shall return the First Installment to Benzaquen and the Parties' rights shall be fully reserved in connection with the Contempt Motion.

8. Nothing in this Stipulation resolves any issue or dispute between the Parties other than disputes arising directly from the Motion and Contempt Order. For the avoidance of doubt, nothing in this Stipulation resolves any claim of the Trustee asserted against Benzaquen in the adversary proceeding brought in the above captioned case captioned *Pergament v. Auto City International, Inc., et al.*, No. 21-08051 (REG).

9. The Court shall retain jurisdiction to hear and determine any and all disputes arising from or relating to the interpretation or implementation of this Stipulation.

10. This Stipulation shall be binding upon all successors and assigns of the Parties.

11. This Stipulation may be executed in one or more counterparts, all of which shall be considered one and the same document, including any facsimile or “PDF” counterparts, and which together shall constitute one and the same agreement.

12. This Stipulation constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by each of the Parties or their counsel.

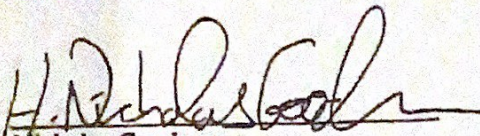
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IN WITNESS WHEREOF, the Parties have executed this Stipulation as of the date
hereof.

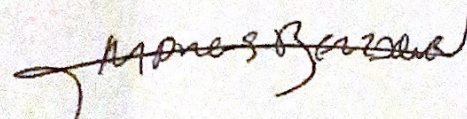
Dated: New York, New York
July 28, 2021

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Marcos Benzaquen

So Ordered: